APPENDIX A

GENERAL CONDITIONS OF CONTRACT FOR SERVICES

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1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Contract, unless the context requires otherwise, the following words and phrases shall have the following meanings:-

(a) “Award date” means the date of the award of the Contract by the East of England Local Government Association (EELGA) to (NAME OF COMPANY/ORGANISATION);

(b) “Contract” means the documents listed in EELGA’s acceptance letter dated xxxx including these Conditions and the tender specification. In case of discrepancy between these Conditions and other documents forming part of the Contract, these Conditions shall prevail unless otherwise agreed in writing;

(c) “Contract price” means the price or prices payable to (NAME OF COMPANY/ORGANISATION) by EELGA under the Contract for the full and proper performance by (NAME OF COMPANY/ORGANISATION) of their part of the Contract as determined under the provisions of the Contract;

(d) (NAME OF ORGANISATION) is situated at (ADDRESS) and registered in England & Wales under company registration number XXXX and means the organization appointed by EELGA for the performance of the Services (including any individuals or successors);

(e) “The Contractor’s representative” means a competent person appointed by (NAME OF COMPANY/ORGANISATION) to be their representative in relation to the performance of the Contract who will receive and act on any directions given by the Contract manager;

(f) “Contract manager” means the official of EELGA, or other person employed in that capacity, appointed by EELGA to act on its behalf for the purpose of managing the Contract;

(g) “EELGA’s property” means anything issued or otherwise provided in connection with the Contract by or on behalf of EELGA or its representatives;

(h) “Key personnel” means any person who, in EELGA’s opinion, is fundamental to the performance of the Contract;

(i) “month” means calendar month, unless otherwise defined;

(j) “Programme” means any programme or timetable agreed by the parties to the Contract that regulates or specifies the period or periods for the performance of the Services or any part of them, together with any activities ancillary to the performance of the Services or the preparation and submission of reports;

(k) “Service(s)” means all Services detailed in the specification that (NAME OF COMPANY/ORGANISATION) is required to carry out under the Contract;

(l) “Specification” means the description of Services to be performed under the Contract.

1.2 Unless the context requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.

1.3 The headings are inserted for convenience only and shall not affect the interpretation of the Contract.

1.4 Reference to any legislative and statutory requirement or similar instrument shall be deemed to include reference to any subsequent amendment to them.

2. LAW

The Contract shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales.

3. DURATION OF THE CONTRACT

Subject to EELGA’s rights of termination under these conditions, the Contract shall be in force from the award date and the Services shall be provided throughout the duration of the Contract in accordance with clause 5.

4. ALTERATION OF REQUIREMENT

EELGA reserves the right to alter the requirements of the Contract, as detailed in the specification, should this at any time become necessary provided EELGA gives (NAME OF COMPANY/ORGANISATION) prior written notice of the variation. In the event of any alteration of the Contractual requirement, payment under the Contract shall be subject to fair and reasonable adjustment to be agreed between EELGA and (NAME OF COMPANY/ORGANISATION) and recorded in writing.

5. DUTY OF CARE

(NAME OF COMPANY/ORGANISATION) shall perform the Services with reasonable skill, care and diligence.

6. CONTRACTOR’S PERFORMANCE

6.1 (NAME OF COMPANY/ORGANISATION) shall properly manage and monitor the Services and immediately inform the Contract Manager if any aspect of the Contract is not being or is unable to be performed.

6.2 (NAME OF COMPANY/ORGANISATION) shall provide personnel of

appropriate qualifications and experience to undertake the Services. All personnel deployed on work relating to the Contract shall have appropriate qualifications and competence, be properly managed and supervised. If EELGA acting reasonably gives (NAME OF COMPANY/ORGANISATION) notice that any person is to be removed from involvement in the Services, (NAME OF COMPANY/ORGANISATION) shall take immediate steps to comply with such notice. The decision of EELGA regarding (NAME OF COMPANY/ORGANISATION) personnel shall be final and conclusive.

6.3 (NAME OF COMPANY/ORGANISATION) shall:-

(a) give EELGA, if so requested, full particulars of all persons who are or may be at any time employed on the Contract;

(b) comply with any rules, regulations and any safety and security instructions from EELGA, including completion of any additional clearance procedures required by EELGA, and return of any passes as required.

6.4 (NAME OF COMPANY/ORGANISATION) shall take reasonable steps to avoid changes to any of the staff designated in the Contract as key personnel. (NAME OF COMPANY/ORGANISATION) shall give at least one month's notice to the Contract manager of any proposals to change key personnel and condition 6.2 shall apply to the proposed replacement personnel.

6.5 (NAME OF COMPANY/ORGANISATION) shall exercise reasonable care and propriety when dealing with third parties in connection with the Contract and ensure that no commitments are entered into (unless expressly required under the Contract), without EELGA's prior written consent.

6.6 Nothing in the Contract shall be construed as creating a partnership, a Contract of employment or a relationship of principal and agent between EELGA and (NAME OF COMPANY/ORGANISATION).

7. MEETINGS AND REPORTS

(NAME OF COMPANY/ORGANISATION) shall use reasonable endeavors to attend meetings arranged by EELGA at any reasonable time for the discussion of matters connected with the performance of the Services provided EELGA shall give (NAME OF COMPANY/ORGANISATION) prior written notice of any such meeting.

8. INSPECTION

During the course of the Contract EELGA shall have the power to inspect and examine any of the Services at any reasonable time. (NAME OF COMPANY/ORGANISATION) shall provide free of charge all such facilities as EELGA may reasonably require for such inspection and examination. In this condition, Services includes planning or preliminary work for the Services.

9. INVOICES AND PAYMENT

9.1 (NAME OF COMPANY/ORGANISATION) shall submit an invoice to EELGA as specified in the Contract or within 28 days of the completion of the Services.

9.2 (NAME OF COMPANY/ORGANISATION) shall submit with the invoice, such records as EELGA may reasonably require including, but not limited to time sheets, expenses incurred, invoices paid or any other documents which would enable EELGA to verify the information and the amounts referred to in that invoice.

9.3 (NAME OF COMPANY/ORGANISATION) shall provide the name and address of their bank, the account name and number, the bank sort code and any other details, in whatever format EELGA may require.

9.4 EELGA shall pay (NAME OF COMPANY/ORGANISATION) in respect of the performance of the Services in accordance with clause 5. The payment schedule is laid out in EELGA's acceptance letter. All invoices should be accompanied with a detailed breakdown of expenditure, together with a full and comprehensive report in both electronic and paper-based form.

9.5 Except as set out in Appendix C and where otherwise provided in the Contract, the amount payable to (NAME OF COMPANY/ORGANISATION) for the performance of the Services shall be inclusive of all costs of staff and all other expenses whatsoever incurred by (NAME OF COMPANY/ORGANISATION) in discharging their obligations under the Contract.

9.6 EELGA is committed to prompt payment in accordance with British Standard 7890 and shall pay (NAME OF COMPANY/ORGANISATION) within 30 days of the receipt of a valid invoice, provided that EELGA is satisfied that the Services for which the invoice relates have been performed in accordance with the clause 5.

10. VALUE ADDED TAX

EELGA shall pay to (NAME OF COMPANY/ORGANISATION) the amount of any VAT chargeable in respect of the performance of the Services in accordance with Contract.

11. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

11.1 (NAME OF COMPANY/ORGANISATION) shall not receive or agree to receive from any person, or offer or agree to give to any person, or procure for any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person in relation to the Contract.

11.2 (NAME OF COMPANY/ORGANISATION) shall not conspire with any person to do any of the acts mentioned in condition 11.1.

11.3 Any:-

(a) breach by (NAME OF COMPANY/ORGANISATION) of this condition; or

(b) commission of any offence by (NAME OF COMPANY/ORGANISATION) under the Prevention of Corruption Acts 1889 to 1916 in relation to this Contract;

shall entitle EELGA to terminate the Contract and recover from (NAME OF COMPANY/ORGANISATION) the amount of any loss resulting from such termination and recover from (NAME OF COMPANY/ORGANISATION) the amount of value of any such gift, consideration or commission.

11.4 The decision of EELGA in relation to this condition shall be final and conclusive.

12. DISCLOSURE OF INFORMATION

12.1 (NAME OF COMPANY/ORGANISATION) shall not disclose the Contract or any provision thereof or any information resulting from, in connection with, or during the course of, the Contract, to any person unless it is strictly necessary for the performance of the Contract, or authorised in writing by EELGA or as required by law or the rules of any Stock Exchange. (NAME OF COMPANY/ORGANISATION) shall comply with any instructions regarding changes to authorisations and other instructions regarding disclosure or non-disclosure.

12.2 Subject to Condition 12.1, (NAME OF COMPANY/ORGANISATION) shall ensure that information about the Contract, or arising from or connected with the Contract:-

(a) is divulged only to the minimum number of persons;

(b) is divulged only to the extent essential to each person's action in carrying out (or in connection with) the Contract and that such persons do not further divulge such information;

(c) is properly safeguarded as appropriate; and

(d) on written request from EELGA, return all documents relating to the work and destroy all other documents containing any part of the work carried out by (NAME OF COMPANY/ORGANISATION), including but not limited to, electronic storage.

12.3 No information regarding the Services being provided under the Contract or facilities to photograph or film shall be given or permitted by (NAME OF COMPANY/ORGANISATION) except with prior written permission of EELGA, to whom any press or other enquiry or any such matter should be referred.

12.4 (NAME OF COMPANY/ORGANISATION) shall not communicate with representatives of the general or technical press, radio, television or other communications media unless specifically granted permission to do so in writing by EELGA.

12.5 Except with the consent in writing of EELGA, (NAME OF COMPANY/ORGANISATION) shall not make use of the Contract or any information issued or furnished by or on behalf of EELGA otherwise than for the purpose of the Contract.

12.6 The decision of EELGA regarding anything in this condition (12) shall be final and conclusive.

13. DISCRIMINATION

(NAME OF COMPANY/ORGANISATION) shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976, the Sex Discrimination Acts 1975 and 1986 and the Disability Discrimination Act 1995 and shall take all reasonable steps to ensure that all servants, employees or agents of (NAME OF COMPANY/ORGANISATION) and all sub-Contractors employed in the execution of the Contract do not unlawfully discriminate. This condition shall not in any way relieve (NAME OF COMPANY/ORGANISATION) of their general obligations to comply with any legislative and statutory requirements as provided in condition 5.

14. MERGER, TAKE-OVER OR CHANGE OF CONTROL

(NAME OF COMPANY/ORGANISATION) shall forthwith inform EELGA in writing of any proposal or negotiations which may or will result in a merger, take-over, change of control, change of name or status, or (NAME OF COMPANY/ORGANISATION) (being a company as defined in the Companies Act 1985) shall inform EELGA of any such change as defined in section 416 of the Income and Corporation Taxes Act 1988. (NAME OF COMPANY/ORGANISATION) shall comply with any request by EELGA for information arising from this condition.

15. UNSATISFACTORY PERFORMANCE

15.1 Where in the opinion of EELGA (NAME OF COMPANY/ORGANISATION) has failed to perform the whole or any part of the Services, with the standard of skill, care and diligence which a competent and suitably qualified person performing the same Services could reasonably be expected to exercise, EELGA may give (NAME OF COMPANY/ORGANISATION) a notice specifying the way in which their performance falls short of the requirements of this clause 15.1.

15.2 Where (NAME OF COMPANY/ORGANISATION) has failed to provide the Services in accordance with clause 15.1 and has been notified of a failure in accordance with condition 15.1 EELGA may:

(a) request from (NAME OF COMPANY/ORGANISATION) that, at their own expense and as specified by EELGA, they re-schedule and perform the Services including where necessary, the correction or re-execution of any Services already carried out; or

(b) withhold payments to (NAME OF COMPANY/ORGANISATION), in such amount as EELGA deems appropriate in accordance with section 111 of the Housing, Grants, Construction and Regeneration Act 1996.

16. TERMINATION OF THE CONTRACT

Without prejudice to any other power of termination, EELGA may terminate the Contract without notice, for any of the following reasons:-

(a) the breach by (NAME OF COMPANY/ORGANISATION) of any of conditions 11 (Corrupt Gifts & Payments of Commission), 12 (Disclosure of Information) of the Contract, or any other material breach of Contract;

(b) the failure by (NAME OF COMPANY/ORGANISATION) to comply with condition 15 (Unsatisfactory Performance);

(c) (NAME OF COMPANY/ORGANISATION) ceases or proposes to cease to carry on his business;

(d) there is a change of control of the type referred to in condition 14 (Merger, Take-over or Change of Control), and EELGA has not agreed in advance in writing to the particular change of control, save that in this event EELGA shall give one month's notice in writing to (NAME OF COMPANY/ORGANISATION).

17. BREAK

EELGA shall in addition to its powers under any other of these conditions have power to terminate the Contract at any time by giving to(NAME OF COMPANY/ORGANISATION) one month's written notice. Upon the expiry of the notice the Contract shall be terminated without prejudice to the rights of the parties accrued to the date of termination.

18. CONSEQUENCES OF TERMINATION AND BREAK

18.1 Where the Contract is terminated under condition 16 (Termination of the Contract), the following provisions shall apply:-

(a) Any sum due or accruing from EELGA to (NAME OF

COMPANY/ORGANISATION) may be withheld or reduced by such amount as EELGA in either case considers reasonable and appropriate in the circumstances;

(b) EELGA may make all arrangements which are in his view necessary to procure the orderly completion of the Services including the letting of another Contract or Contracts;

(c) where the total costs reasonably and properly incurred by EELGA by reason of such arrangements exceed the amount that would have been payable to (NAME OF COMPANY/ORGANISATION) for the completion of the Services, the excess shall be recoverable from (NAME OF COMPANY/ORGANISATION) and EELGA reserves the right to recover such excess by set-off against any amount withheld by EELGA under condition 18.1 (a) or as otherwise provided for under condition 22 (Recovery of Sums Due).

18.2 Without prejudice to Condition 18.1, where the Contract is terminated under condition 16 (d) or condition 17 (Break) (NAME OF COMPANY/ORGANISATION) shall have the right to claim from EELGA reimbursement of all reasonable costs necessarily and properly incurred by him in relation to the orderly cessation of the Services, including a fair and reasonable amount on account of any fees due under this Contract, any commitments, liabilities or expenditure which are reasonably and properly incurred, and would otherwise represent an unavoidable loss by (NAME OF COMPANY/ORGANISATION) by reason of the termination of the Contract. For the avoidance of doubt EELGA will not indemnify (NAME OF COMPANY/ORGANISATION) against loss of profit. EELGA shall not in any case be liable to pay under the provisions of this condition any sum which, when taken together with any sums paid or due or becoming due to (NAME OF COMPANY/ORGANISATION) under the Contract, shall exceed the total Contract price.

18.3 Where the Contract is terminated under condition 16 (Termination of the Contract) or condition 17 (Break), EELGA may, during any notice period :-

(a) direct (NAME OF COMPANY/ORGANISATION), where the Services have not been commenced, to refrain from commencing such Services or where the Services have been commenced, to cease work immediately;

(b) direct (NAME OF COMPANY/ORGANISATION) to complete in accordance with the Contract all or any of the Services, or any part or component thereof, which shall be paid at the agreed Contract price or, where no agreement exists, a fair and reasonable price.

19. ASSIGNMENT, SUB-CONTRACTORS AND SUPPLIERS

19.1 (NAME OF COMPANY/ORGANISATION) shall not sub-Contract or transfer, assign, charge, or otherwise dispose of the Contract or any part of it without

the prior written consent of EELGA.

19.2 (NAME OF COMPANY/ORGANISATION) shall ensure that any sub-Contractor complies with the terms and conditions of the Contract, so far as they are applicable. Any sub-Contract shall not relieve (NAME OF COMPANY/ORGANISATION) of his obligations under the Contract.

19.3 Where (NAME OF COMPANY/ORGANISATION) enters into a Contract with a supplier or sub-Contractor for the purpose of performing the Contract or any part of it, he shall cause a term to be included in such Contract which requires payment to be made by (NAME OF COMPANY/ORGANISATION) to the supplier or sub-Contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the Contract requirements.

20. INSURANCE

20.1 Where, in compliance with condition 20.1 above (NAME OF COMPANY/ORGANISATION) takes out and maintains professional indemnity insurance, (NAME OF COMPANY/ORGANISATION) shall:-

(a) take out and maintain appropriate professional indemnity insurance in respect of their businesses generally throughout the period from the date of commencement of their Services under the Contract and for a period of 6 years from the date of expiry or termination of the Contract provided always that such insurance is available at commercially reasonable rates and subject to all exceptions, exclusions and limitations to the scope of cover that are commonly included in such insurance at the time it is taken out or renewed as the case may be and

(b) ensure that any person or organisation commissioned as a consultant by them takes out and maintains appropriate professional indemnity insurance in respect of their businesses generally throughout the period from the date of commencement of their Services under the Contract or commission and in addition for a period of 6 years from the date of completion as specified in the Contract provided always that such insurance is available at commercially reasonable rates and subject to all exceptions, exclusions and limitations to the scope of cover that are commonly included in such insurance at the time it is taken out or renewed as the case may be.

20.3 (NAME OF COMPANY/ORGANISATION) shall, whenever required by EELGA, produce to EELGA certificates signed on behalf of (NAME OF COMPANY/ORGANISATION) and their consultants' insurers stating that insurance complying with the requirements set out in conditions 20.1 and 20.2 above (where applicable) is in force and the period for which it has been taken out.

20.4 If, for whatever reason, (NAME OF COMPANY/ORGANISATION) fails to

maintain the insurance described in this condition or without the approval of EELGA obtains a different policy of insurance from that which they notified to EELGA at the time when they submitted their tender, EELGA may make alternative arrangements necessary to protect its interests and recover the cost from (NAME OF COMPANY/ORGANISATION).

20.5 The terms of any insurance or the amount of cover shall not relieve (NAME OF COMPANY/ORGANISATION) or their sub-Contractors or consultants of any liabilities under the Contract, their sub-Contracts or their terms of commission.

21. LOSS OR DAMAGE

21.1 Provided always that nothing in this Contract excludes or restricts (NAME OF COMPANY/ORGANISATION) liability for personal injury or death resulting from (NAME OF COMPANY/ORGANISATION) negligence and notwithstanding anything to the contrary in this Contract the liability of (NAME OF COMPANY/ORGANISATION) under or in connection with this Contract whether in contract or in tort or in negligence or for breach of statutory duty or by way of indemnity or otherwise shall:

21.1.1 be limited to and not exceed in the aggregate the sum of £1,000,000 (one million pounds);

21.1.2 for any claims arising out of acts of terrorism or due the presence or removal of asbestos, be excluded; and

21.1.3 subject to the limits and exclusions in clauses 21.1.1 to 21.1.2 above, not exceed the amount of the **(NAME OF COMPANY/ORGANISATION)** “Net Contribution” if applicable.

21.2 (NAME OF COMPANY/ORGANISATION) “Net Contribution” is the amount that is determined on the basis that (NAME OF COMPANY/ORGANISATION) liability is limited to that proportion of EELGA’s losses which it would be just and equitable for (NAME OF COMPANY/ORGANISATION) to pay regard to the extent of his responsibility for the same and on the assumptions that all other consultants and advisers, project managers, contractors and sub contractors involved in connection with the same project shall have:

(a) provided to the EELGA contractual undertakings on terms no less onerous than those set out in clause 5 in respect of the carrying out of their obligations in connection with the Project (whether or not such contractual undertakings have been provided); and

(b) paid to the EELGA such proportion of the loss and damage it would be just and equitable for each of them to pay having regard to the extent of their responsibility; and

(c) contractual liability to the EELGA for the same, if they are responsible to any extent for the EELGA's loss , on the basis that any exclusions or limitations of liability or joint insurance or co-insurance provisions between the EELGA and them shall be ignored.

21.3 EELGA shall notify (NAME OF COMPANY/ORGANISATION) as soon as possible of any claim made, or proceedings brought against EELGA in respect of any loss or damage.

21.4 If (NAME OF COMPANY/ORGANISATION) shows that any loss or damage:-

(a) was not caused nor contributed to by their negligence, or by that of the negligence of their servants, agents or sub-Contractors or by any circumstances outside their control, they shall be under no liability under this condition;

(b) was in part the responsibility of any other person (not being their servant, agent or sub-Contractor), (NAME OF COMPANY/ORGANISATION) liability under this condition shall not extend to the share in the responsibility attributed to the neglect or default of that person.

21.5 In this condition loss or damage includes:-

(a) loss or damage to property;

(b) loss of profit or loss of use;

(c) any other loss.

22. RECOVERY OF SUMS DUE

Whenever under the Contract any sums of money shall be recoverable from or payable by (NAME OF COMPANY/ORGANISATION) to EELGA, the same may be deducted from any sum then due, or which at any later time may become due, to (NAME OF COMPANY/ORGANISATION) under the Contract or under any other Contract with EELGA.

23. DATA PROTECTION

23.1 (NAME OF COMPANY/ORGANISATION) shall indemnify EELGA against all claims and proceedings, and all reasonably foreseeable, fully mitigated and legally enforceable costs or expenses incurred in connection therewith, made or brought against EELGA by any person in respect of loss, damage or distress caused to that person by the disclosure, loss or destruction by (NAME OF COMPANY/ORGANISATION), (NAME OF COMPANY/ORGANISATION) servants or agents of any personal data.

23.2 In this condition “personal data” has the same meaning as in Part I (1 & 3) of the Data Protection Act 1998.

24. INSOLVENCY OF (NAME OF COMPANY/ORGANISATION)

24.1 (NAME OF COMPANY/ORGANISATION) shall inform EELGA:-

(a) if (NAME OF COMPANY/ORGANISATION) or any partner in that firm, shall at any time become bankrupt, or shall have a receiving order or administration order made against them, or shall make any composition or arrangement with or for the benefit of their creditors, or shall make any conveyance or assignment for the benefit of their creditors, or shall purport to do so, or if in Scotland they shall become insolvent or notour bankrupt, or any application shall be made under any bankruptcy Act for the time being in force for sequestration of their estate, or a trust deed shall be granted by them for the benefit of their creditors; or

(b) if (NAME OF COMPANY/ORGANISATION) passes a resolution, or the Court makes an order, that the company be wound up otherwise than for the purpose of reconstruction or amalgamation, or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the Court otherwise than for the purposes of amalgamation or reconstruction to make a winding-up order.

24.2 If any of the events in the conditions 24.1 (a) or 24.1 (b) occur (whether or not (NAME OF COMPANY/ORGANISATION) has informed EELGA) EELGA may at any time by notice in writing summarily terminate the Contract without compensation to (NAME OF COMPANY/ORGANISATION). Provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued before that date or shall accrue thereafter to EELGA.

25. ROYALTIES AND LICENCE FEES

(NAME OF COMPANY/ORGANISATION) shall ensure that all royalties, license fees or similar expenses in respect of all intellectual property used in connection with the Contract, have been paid and are included within the Contract price. (NAME OF COMPANY/ORGANISATION) shall indemnify EELGA from and against all reasonably foreseeable, fully mitigated and legally enforceable claims and proceedings, which may be made or brought against EELGA and any damages, costs and expenses incurred by EELGA in respect of such supply or use.

26. DRAWINGS, SPECIFICATION, SOFTWARE, DESIGNS AND OTHER DATA

Any drawings, specification, software, designs or other data (including working documents, maps and photographs) completed or provided in connection with the Contract shall become or, as the case may be, remain the property of EELGA and be delivered up to EELGA on completion or termination of the Contract. Where EELGA has agreed to accept modern storage media,

drawings and other documents shall be supplied by (NAME OF COMPANY/ORGANISATION) in an agreed form. Appendix B details intellectual property right associated with this Contract. (NAME OF COMPANY/ORGANISATION) shall have a licence to copy and use all drawings and documents provided by (NAME OF COMPANY/ORGANISATION) in connection with this Contract and (NAME OF COMPANY/ORGANISATION) shall not be liable for the use of such drawings and reports other than for the purpose for which they were provided by (NAME OF COMPANY/ORGANISATION).

27. RETENTION OF DOCUMENTATION

(NAME OF COMPANY/ORGANISATION) shall retain and produce when required such accounts, documents (including working documents) and records as EELGA, or the Contract manager, may request, (and explain these as necessary) in connection with the Contract, at any time during the Contract and for a period of 2 years from the date of expiry or termination or such longer period as may be agreed between EELGA and (NAME OF COMPANY/ORGANISATION) in writing at or before the commencement of the Contract; and afford such facilities as EELGA may reasonably require for its representatives to visit (NAME OF COMPANY/ORGANISATION) premises and examine the records under this condition.

28. SERVING OF NOTICES

Any notice required to be given or served under this Contract by EELGA shall be in writing and shall be served by either:-

(a) delivery to (NAME OF COMPANY/ORGANISATION) representative, or

(b) sending it by first-class post to (NAME OF COMPANY/ORGANISATION) last known place of business or registered office, when it shall be deemed to be served on the day when, in the ordinary course of the post it would have been delivered.

29. ARBITRATION

All disputes, differences or questions between the parties to the Contract with respect to any matter or thing arising out of or relating to the Contract (other than a matter or thing as to which the decision of EELGA is under the Contract to be final and conclusive, and except to the extent to which special provision for arbitration is made elsewhere in the Contract), shall be referred to either:-

(a) the arbitration of 2 persons, one to be appointed by EELGA and one by (NAME OF COMPANY/ORGANISATION); or

(b) their umpire

in accordance with the provisions of the Arbitration Acts 1950, 1996 or any statutory modification or re-enactment thereof for the time being in force.

30. TRANSFER OF RESPONSIBILITY

30.1 In the event that a different organisation is required to take over the Services at the expiry or termination of the Contract, (NAME OF COMPANY/ORGANISATION) shall co-operate in the transfer, under arrangements to be notified to them by EELGA.

30.2 The transfer shall be arranged between EELGA and (NAME OF COMPANY/ORGANISATION) so as to reduce to a minimum any interruption in the Services.

31. RIGHTS OF THIRD PARTIES

The Contract does not in anyway whatsoever entitle a person who is not a party to the Contract (including, without any limitation, any employee, officer, agent, representative, or sub-Contractor of either EELGA or NAME OF COMPANY/ORGANISATION) to enforce any term of the Contract, which expressly, or by implication, confers a benefit on him pursuant to the Contract (Rights of Third Parties) Act 1999, without prior agreement in writing of both parties.